REQUEST FOR PROPOSAL

for the

CONSULTATION EDUCATION AND TRAINING GRANT PROGRAM

for

Fiscal Year 2004-2005

OPEN COMPETITIVE GRANT PROGRAM FUNDED THROUGH RESOURCES OF MICHIGAN SAFETY EDUCATION & TRAINING FUND 1310

Issued by the

MICHIGAN DEPARTMENT OF LABOR AND ECONOMIC GROWTH MICHIGAN OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION CONSULTATION EDUCATION AND TRAINING DIVISION

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SECTION I

Information for Applicants

I-1 PURPOSE

The Michigan Occupational Safety and Health Administration, as agent for the State of Michigan, is soliciting grant proposals for the CET Grant Program for fiscal year 2004-2005.

Funding for subsequent fiscal years is contingent on authorized appropriations by the Legislature.

I-2 OBJECTIVES

The objectives of the CET Grant Program are to:

- 1. Increase the number of employers and employees receiving occupational safety and health education training and prevention services;
- 2. Increase the number of small establishments (with less than 100 employees) receiving occupational safety and health education training and prevention services:
- 3. Encourage the development of strategies different from those being provided by the CET Division for providing occupational safety and health education training and prevention services;
- 4. Encourage alternative providers of occupational safety and health education training and prevention services for employees and small establishments;
- 5. Evaluate the effectiveness of the alternative strategies and providers of occupational safety and health education training and prevention services;
- 6. Encourage research which addresses goals of the MIOSHA Strategic Plan.

I-3 PROGRAM FUNDING

Awarding of CET Grant agreements for fiscal year 2004-2005 will be <u>based on the availability</u> <u>of funds</u>. If mid-year budget reductions occur, grantees must be prepared to have their funding reduced or eliminated.

The CET Grant program will be subject to matching share requirements. Grant recipients will be expected to provide at least 10% of the CET grant award. For example, if the CET grant award is \$70,000, then the matching share will be \$7,000, for a total grant budget of \$77,000. The matching share may exceed 10%. The matching share must be documented in the proposal and be determinable by an audit trail.

Consideration for funding will be given to projects which provide training and/or assistance in the following targeted issues or audiences:

- Confined space entry
- Reduction of overexertion and repetitive motion injuries and illness in selected industries
- Agricultural safety
- Home building industry
- Prevention of violence in the workplace (particularly small businesses, food service, retail and health services youth, students, and/or new or entry level workers)
- Handicappers and/or safety and health in the sheltered workshop
- Development and implementation of safety and health program, including assistance on writing safety programs and procedures
- Lockout/tagout

- Safe electrical practices
- Fall protection (general industry and/or construction)
- Reducing injuries and illnesses in the plastics industry
- Employee exposure to high voltage
- Personal protective equipment (PPE) especially assistance in workplace hazard assessment, maintaining written records, and training employees in the proper use and care of PPE
- Public employers and employees. Projects could include: confined space entry, PSM and/or Hazwoper training for municipalities; bloodborne pathogens training for schools, MIOSHA requirements and responsibilities for fire fighters and local fire jurisdictions
- Construction industry, especially projects which address one or more of the following: development of an accident prevention program; hazards created by new technologies, equipment; lead; communication tower construction; bridge and highway construction; demolition activities; basic or on-site specific construction safety training programs; ergonomics; excavation, trenching and shoring
- Establishing and organizing a safety committee, conducting a safety committee meeting (for general industry and/or construction)
- Amputations
- Metal Forging and Stamping
- Reducing injury and illness in the meat products industry
- Fabricated Structural Metal Products
- Maintenance workers in public schools including charter schools
- Public sector employees working in shooting ranges affected by lead and noise
- Record keeping in the construction industry
- Fire departments (Standard Operating Procedures and FF Right to Know)
- Robot and Laser guarding and safe work practices
- Hearing Conservation Programs
- Latex Allergy: Current Issues in the Healthcare and Food Industry

The maximum award will be \$85,000 to support activities for 2004-2005 fiscal year, from October 1, 2004 to September 30, 2005. (Based upon anticipated lapse money, additional funds may become available during the grant year for on-going projects.)

Applicants selected for funding may reapply for funding for subsequent years, depending on the availability and level of appropriations and the results of a program performance evaluation. Grant projects may not be funded for more than five consecutive grant cycles unless circumstances warrant the continuation of the program.

Proposals will be categorized and attempts will be made to distribute grant money into three separate areas. One category will be for management/employer organizations, a second grouping will be for labor/employee organizations, and the third group will be for those organizations that do not fit into one of the first two categories. In addition, the focus of the proposal, whether it would serve employers or employees, will also be taken into consideration during the proposal selection process. The overall intent of the department is to fund the best projects. Therefore, it may not be possible to fund proposals from every category every year, depending on the number and quality of proposals received.

This solicitation of proposals does not commit the department to award a grant agreement. In addition, the department will not pay any costs incurred in the preparation of a proposal. The department reserves the right to accept or reject any proposals which are submitted and to negotiate with all qualified applicants. Grant agreements with applicants selected for funding

will be negotiated in accordance with the general provisions CET forth in Appendix A.

I-4 PRIORITY AUDIENCES

The CET Grant Program is designed to serve both employees and employers who are not currently receiving occupational safety and health education and training and prevention services.

Preference will be given to proposed projects which will serve audience groups:

- from the General Industry-Hazard Ranking List (See Appendix B).
- from establishments where less than 100 persons are employed an establishment is a single physical location or plant (manufacturing) or all production locations within a Standard Metropolitan Statistical Area (non manufacturing) which need specialized training or services which are not otherwise available.
- from establishments experiencing high incidence rates of particular injuries.

I-5 ACTIVITIES TO BE FUNDED

The three primary types of activities to be funded are TRAINING, SERVICES, and LIMITED RESEARCH. Proposals may include an emphasis on either a single activity or on any two activities.

Applicants are requested to prepare their proposals in a manner which is consistent with the following standardized definitions:

<u>Training Activities:</u> Structured educational program provided to a group of at least five people, and may be one of the three following types:

- 1. Presentation: Includes providing information, primarily in lecture format, up to two hours in length.
- 2. Seminar: Includes two or more hours of instruction, basically an extended presentation in one continuous time period.
- 3. Course: Includes providing instruction, consisting of a series of presentations, two or more hours each, over an extended period of time.

<u>Service Activities:</u> This category may reflect many different kinds of technical help that grantees provide to employers, workers, or organizations and institutions, and may be one of the two following types:

1. Providing Technical Assistance: Includes services of a technical nature provided in response to a particular problem involving less than five persons and designed to meet the special needs of that recipient, which requires one or more grantee staff hours.

Technical assistance may be provided to employers, workers, or organizations and institutions through telephone conversations, in writing, or in person. Technical assistance could include health or safety monitoring, on-site

consultation, problem resolution, discussions with safety committees, etc.

2. Disseminating Information: Includes the planned provision of information to target audiences through newsletters or special mailings of educational or technical materials, as well as provisions or written literature in response to requests from target audiences.

Other: If the proposed project includes activities of an education or service nature which cannot be classified according to these definitions, the applicant should describe the activity in detail and provide a rationale for why it should be funded.

I-6 PROGRAM REQUIREMENTS

Applicants should take into consideration the following program requirements when preparing their proposals.

PROJECT PERSONNEL - A key administrator or coordinator must be specified in the grant proposal, with a resume for that person provided.

INSTITUTIONAL BASE SALARY DISCLOSURE - Requires that all key personal (ex. project director, project coordinator, training personal, etc.) Disclose their institutional base salary.

GRANTS ARE FOR NEW OR EXPANDED ACTIVITIES - CET Grant funds will not be used to subsidize regular ongoing activities. Only new or substantially expanded activities will be funded.

ORGANIZATIONAL OR OTHER GRANT PROJECT DISCLOSURE - Requires the disclosure of information on current organization projects or grants that closely parallel the proposed CET grant project.

GRANT PROJECTS ARE NONPROFIT - All program income must be applied to project expenses before utilizing grant funds. Grant funds will not be provided for items identified as "for profit." Grant funds will be provided for administrative costs associated with the project. Administrative costs include, but are not limited to, the following items:

- 1. Project office rent.
- 2. Heating, air conditioning, and electrical operating costs for project office.
- 3. Library use.
- 4. Project office maintenance cost.

Estimated expenditures for administrative costs are to be shown in Table C and Table D by one of the following two methods:

- 1. Identify each administrative cost item and the estimated expenditures for each item when individual expenditures can be determined.
- 2. Identify each administrative cost item and when individual expenditures cannot be determined, include a total expenditure of the items. The total expenditure shall not exceed 20% of the remaining project expenditures.

FEES CHARGED FOR ACTIVITIES SPONSORED WITH GRANT FUNDS ARE LIMITED TO REASONABLE AND NECESSARY COSTS. Fees charged for activities sponsored with grant funds are prohibited unless approved in advance by the department. The department may approve grantee requests to charge a nominal fee to recover certain limited costs, e.g., facility rental, meal expenses, training material. The cost for key personnel cannot be recovered through fees charged to program participants. Each request shall be presented in writing and include all proposed charges and fees. Failure to obtain advance approval will result in the disallowance of credit for the activity and denial of the use of any grant funds for purposes of covering any costs attributable to the activity.

GRANT ACTIVITIES MUST NOT INCLUDE MEMBERSHIP DRIVES - No activity subsidized in whole or in part by grant funds will include a direct appeal for membership in any organization. No activity subsidized in whole or in part by grant funds will include efforts to discredit any organization or issue.

GRANT FUNDS MUST NOT BE USED TO PAY LOST-TIME WAGES - Although lost-time pay may be a valuable incentive for worker participation in training, only lost-time wages supplied through in-kind contributions by a grantee will be acceptable.

GRANT FUNDS MUST NOT BE USED DIRECTLY OR INDIRECTLY TO PAY FOR LOBBYING ACTIVITIES or devices intended or designed to influence in any manner a member of the Michigan Legislature or Congress to favor or oppose any legislation or appropriation. These activities and devices include, but are not limited to, personal services, advertisements, telegrams, letters or other printed or written material.

EQUIPMENT IS LIMITED - Equipment purchased with grant funds is limited to 50 percent of the total grant funds requested. All equipment purchased with grant funds will be returned and become property of the state at the conclusion of the grant project unless otherwise determined by the grant administrator.

SUBCONTRACTS ARE LIMITED - Subcontracts to be executed with grant funds are limited to 20 percent of the total grant requested (unless approved by the project manager).

PROJECT OVERSIGHT IS REQUIRED - A project advisory board or committee must be involved in the on-going management and direction of the project.

EVALUATION COOPERATION REQUIRED - Applicants chosen for funding will be required to cooperate with Department of Labor and Economic Growth staff in evaluating the program.

TRAVEL REGULATIONS AND EXPENSES - Grantees will conform to the state Standardized Travel Regulations and the state rates for mileage, meals and lodging. (See Appendix C.)

INTERNAL ACCOUNTING SYSTEM REQUIRED - An internal accounting procedure that separates and identifies grant expenditures and income from other finances must be adopted. Such a system should leave a clear audit trail.

AUDIT COOPERATION REQUIRED - Applicants selected for funding will be subject to an audit at the end of the project and must cooperate in the completion of the audit. CET grant recipients shall be liable to repay, from other than CET funds, any misappropriation of funds.

PERFORMANCE OBJECTIVES - Specific performance objectives will be negotiated and established for each applicant selected for funding.

IMMEDIATE IMPLEMENTATION OF GRANT PROJECT - Applicants must supply evidence of the ability to begin program activities within four (4) weeks of grant award.

Organizations that are selected to receive a grant award must have their grant agreement fully signed and in place prior to the beginning of the grant period (October 1, 2004.) Expenses incurred and training performed prior to a fully signed agreement will not be accepted as allowable expenses or training.

I-7 REPORTING REQUIREMENTS

All applicants selected for funding will be expected to submit the following reports:

Quarterly Activity Report -

The Grant report will specify in detail the progress of the project in terms of the administrative and performance agreements specified in the grant agreement.

Quarterly Financial Status Report -

This report consists of a Grant Funds Report **and** a Matching Funds Report. The grant report will specify in detail the expenditures during each financial period. The Matching Funds Report will detail the amount of matching funds that are expended during each quarter. Advances and reimbursements will be adjusted according to the unexpended amounts of the preceding period.

Failure to submit the financial status report and the quarterly activity report will result in a delay/suspension in the disbursement of advances and reimbursements.

QUARTERLY PROJECT EVALUATION REPORTS - Quarterly reports for program evaluation purposes must be submitted. The reports may include a summary of training and service activities, records of program attendance, and other information. Other evaluation material that may be required will be individually developed in conjunction with department staff.

I-8 PROCESSING PROPOSALS

This solicitation is being made available to as many interested and qualified nonprofit organizations as is currently feasible. The following procedures will be followed to ensure the timely processing of proposals.

1. Procedures for Submitting Proposals

Proposals must be typewritten, double-spaced, and three-hole punched on the left side.

Six copies of the completed proposals should be submitted to:

Michigan Department of Labor and Economic Growth Michigan Occupational Safety and Health Administration 7150 Harris Drive, P.O. Box 30643 Lansing, Michigan 48909-8143

Attention: CET Grant Project Manager

Proposals for training and services must be received by 5 p.m. on Friday, May 21, 2004, to be eligible for funding. Each proposal must include:

- 1) Proposal Signature Sheet/State of Affiliation (if necessary)
- 2) Proposal Narrative
 - (a) Problem Addressed
 - (b) Project Design
 - (c) Project Management
- 3) Table A Summary of Training and Service Activities
- 4) Table B Project Time Flow of Activities
- 5) Project Budget Narrative
- 6) Table C Summary of Estimated Expenditures
- 7) Table D Detailed Breakdown of Grant and Matching Expenditures

Proposals received after the deadlines will be returned unopened to the sending organization.

2. Procedures for Review of Proposals

The CET Grant Project Manager will check each proposal package that is received prior to the deadline for completeness.

The criteria for determining the adequacy of the project proposal include:

- 1) The proposal package is complete.
- 2) Commitments have been made to cooperate in the evaluation of CET grant projects.
- 3) The proposal package does not violate any of the conditions specified in the Consultation Education and Training Grant Agreement Provisions (Appendix A).

The major criteria for determining the quality of the project proposal include:

- I. Problem Scope
- II. Project Design
- III. Project Management
- IV. Resource Management

3. Final Determination of Grant Awards

A review committee will consider the proposals based upon the criteria outlined below and make recommendations to the Director of the Department of Labor and Economic Growth. The Director will make final selection of applicants to receive grant awards depending on availability of funds. All grant applicants will be notified <u>in writing</u> of the final selection.

I-9 QUALITY REVIEW CRITERIA

I. PROBLEM SCOPE

Needs assessment is supported by objective analysis of the occupational safety and health problem.

Seriousness of the problem is documented.

Target audience is defined.

The proposed solution is reasonable.

Expected contribution of the proposed project to the solution.

Degree to which the proposed project is a needed supplement to CET Division activities in the area.

II. PROJECT DESIGN

Approach is innovative.

Evidence is presented of cooperation by target audience.

Time frame is sufficient in view of suggested performance.

There is a logical flow from one task to the next in the project delivery.

Design is performance oriented; training and technical assistance hours are realistic and projections are explained.

Feasibility of the entire proposed project has been explored.

Immediate implementation is possible.

Design incorporates RFP reporting and evaluation requirements.

III. PROJECT MANAGEMENT

Key personnel are identified, qualified and experienced, or criteria for identification of qualified personnel is established.

Statement of affiliation and commitment from participating groups is secured.

Efficient decision-making structure and communication channel is provided.

Support staff and facility is adequate.

Division of responsibility and performance control is clearly outlined.

IV. RESOURCE MANAGEMENT

Resource allocation is reasonable for expected performance.

Salary and fringe benefits are reasonable.

Budget plan is complete and consistent with RFP guidelines.

Grantee's in-kind/matching contribution and the source of the contributions are outlined.

SECTION II INSTRUCTIONS FOR PROPOSAL PREPARATION

II-2a TRAINING AND SERVICE PROPOSAL FORMAT

Proposals should be <u>typewritten</u>, <u>double-spaced</u> and <u>three hole punched</u> on the left side. Clarity and completeness are essential. Elaborate brochures, bound proposals, or other presentations beyond those sufficient to present a complete and effective proposal are not desired.

Each proposal must provide the following information, in the following order:

- 1) Proposal Signature Sheet/Statement of Affiliation
- 2) Proposal Narrative
 - (a) Problem Addressed
 - (b) Project Design
 - (c) Project Management
- 3) Table A Summary of Training and Service Activities
- 4) Table B Project Time Flow of Activities
- 5) Project Budget Narrative
- 6) Table C Summary of Estimated Expenditures
- 7) Table D Detailed Breakdown of Grant and Matching Expenditures

II-2b PROPOSAL NARRATIVE INSTRUCTIONS

1. Problem Addressed

Specifically describe the critical occupational safety and health problem(s), which this proposed project is designed to address.

Explain how the proposed project will promote MIOSHA effectiveness.

Describe how the proposed project will augment or expand state programs currently available through the Consultation Education and Training Division.

2. Project Design

A. Project Summary (2 pages maximum)

Describe whether the proposed project will serve primarily employees or employers.

Describe training and service activities and intended outcomes of the activities.

Describe how the audience groups will represent employees or employers from the General Industry-Hazard Ranking (see Appendix B).

Describe the manner in which training or services will be provided.

B. Project Sponsor

Describe the groups that were involved in identifying the concerns your proposed project is designed to address and the groups involved in planning the proposed activities.

Give a brief history and description of your organization.

Describe how the proposed project activities will augment or expand the current occupational safety and health activities provided by your organization.

Explain the extent to which the proposed project activities are not currently available to the proposed audience groups.

C. Project Innovation

Describe the unique aspects of the proposed project and the way in which the manner of providing training or services represents an innovative strategy.

Describe how the training and services will be tailored to the particular needs of the audience groups.

Explain the outreach and recruitment efforts that will be used to ensure the proposed audience groups will receive the training and/or services.

D. Summary of Project Activities

<u>Table A</u> must be completed to reflect the training and service activities that are relevant to the proposed project.

E. Summary of Project Time Frame

<u>Table B</u> must be completed to reflect a time-flow of activities throughout the duration of the project period.

3. Project Management

Describe how the project management structure relates to the organizational structure of the sponsoring organization (grantee). Charts may be used.

Describe the staffing plan for the project. Identify key personnel who will provide:

- a) administration or coordination
- b) instruction
- c) curriculum development
- d) technical assistance services
- e) performance and evaluation record keeping
- f) financial record keeping
- g) other relevant activities.

Include a description of the responsibilities of each position. Provide a brief resume for each staff person who has already been identified for the project.

Describe the procedures for the ongoing management of the project activities, including supervision of staff, monitoring of operations, and implementation of corrective action.

Describe the composition of the advisory committee responsible for the ongoing planning, administration and assessment of the project.

Discuss the commitment to cooperate with performance reporting and evaluation requirements and to assist the Michigan Department of Labor and Economic Growth in collecting, maintaining, and submitting information for project evaluation.

TABLE A INSTRUCTIONS

TRAINING ACTIVITIES

<u>Title of Training Program</u> - General title of program that will be offered. List as separate training program only if major training content or subject is distinct.

Type of Training - Indicate one of the following:

- 1. **Presentation** Includes providing information, primarily in lecture format to five or more people, up to two hours in length.
- 2. **Seminar** Includes two or more hours of instruction to five or more people. Basically, this type of instruction would be an extended presentation in one continuous time period.
- 3. **Course** Includes providing instruction to five or more people which exceeds two hours in length and is divided into a series of presentations over an extended time period.

<u>Number of Sessions</u> - Enter the total times each training program will be offered to a separate audience group.

<u>Number of Persons</u> - Estimate the average number of persons that are expected to attend each program.

Length of Session - Estimate the average duration of each program in hours.

Total Training Hours - Multiply: number of sessions X number of persons X length of session.

SERVICE ACTIVITIES

Type of Service - Indicate one of the following:

- 1. Provide Technical Assistance describe in some detail the nature of service to be provided.
- 2. Disseminate Information describe the types of audience and information.

<u>Number of Hours Available</u> - Estimate the amount of time that will be made available by grantee staff for the provisions of each type of service. Do not include travel time.

TABLE B INSTRUCTIONS

CET Grant Program funds may be used to support activities directly related to the accomplishment of project goals. The following is a partial list of activities that may be supported with grant funds. Applicants should list the activities they plan to engage in and check each month the activity will be performed.

<u>Designate Staff</u> - includes identification, recruitment and hiring of staff to carry out proposed activities.

<u>Train Staff</u> - includes field, on-the-job, classroom, or other training or conference attendance that will enable the grantee staff to competently perform their duties.

<u>Consult with Advisory Committee</u> - An advisory committee is a formal or informal group that meets periodically to assist the grantee in planning, implementing or evaluating the program. The members of the advisory group should be knowledgeable in matters of workplace safety and health, in the kind of activity in which the grantee is involved (for example, an expert in training methods might be included even though he or she did not concentrate on health and safety training), or in other matters directly related to the grantee's activities (e.g. a union representative who could provide guidance on the methods to which union members favorably respond).

<u>Evaluate Program</u> - any activity that is designed to assess the effectiveness or impact of the grantee's program. Includes cooperation with Michigan Department of Labor and Economic Growth staff by tabulating participant evaluation of services received and assisting in the design of evaluation instrumentation.

Record keeping - includes activities necessary for the on-going financial and activity reporting.

<u>Supervision of Staff</u> - includes monitoring and coordinating grantee staff activities in the field or headquarters to ensure the successful achievement of program objectives.

<u>Scheduling Programs</u> - includes any activity necessary for the coordination of workshops, seminars, or conferences through telephone conversations, written correspondence or in person such as arranging training sites, securing meeting spaces, confirming participant registrations, etc.

<u>Identifying Needs</u> - includes specific activities, such as hazard identification or injury and illness research, undertaken to form objectives or to determine the content of educational and technical assistance activities. Research and surveys are limited to short-term, small-scale studies in support of educational activities.

<u>Develop Materials</u> - includes any activity carried out to develop educational materials for courses, conferences or technical assistance:

- C setting objectives;
- C writing lesson plans:
- C searching for existing tests or other teaching materials;
- C developing new courses or teaching materials;

- C carrying out a pilot test of the materials; and
- C updating materials.

<u>Establish Resource Center</u> - includes establishment of a permanent collection of printed materials and/or audio-visual materials available for reference or loan to target populations and grantee staff members.

<u>Plan Activities</u> - Grantees who are in the developmental stage of their programs may engage in planning activities, such as:

- identifying kinds of services to be developed and those to be delivered;
- identifying resources that will be devoted to the services;
- developing a time sequence plan for reaching the target audience.

Grantees may also engage in assessment and reevaluating of services or delivery approach to increase their program effectiveness.

<u>Presentation</u> - includes providing information, primarily in lecture format, up to two hours in <u>length</u>, to a group of at least five persons.

<u>Seminar</u> - includes two or more hours of instruction, basically an extended presentation in one continuous time period, to a group of at least five persons.

<u>Course</u> - Includes providing instruction that may exceed two hours in length and consists of a series of sessions over an extended period of time for five or more persons.

<u>Provide Technical Assistance</u> - includes services of a technical nature provided in response to a particular problem involving less than five persons and designed to meet the special needs of that recipient which requires one or more grantee staff hours. Technical assistance may be provided to employers, workers or organizations and institutions through telephone conversations, in writing or in person.

<u>Disseminate Information</u> - includes the planned provision of information to target audiences through newsletters or special mailings of educational or technical materials, as well as provision of written literature in response to requests from target audience.

II-3 PROJECT BUDGET INSTRUCTIONS

Provide a rationale for the use of grant funds for the following purposes:

a) Project Office Space

Describe the currently available facilities to house the project offices and the extent to which grant funds will be used to establish such offices.

b) Training Sites

Describe the facilities to be used for educational programs and the extent to which grant funds will be used to rent adequate meeting rooms.

c) <u>Equipment</u>

Describe the need to purchase or rent equipment and describe how the estimated costs are competitive. Equipment costs are limited to 50 percent of the total grant funds requested.

d) Office Supplies

Describe the types of supplies to be purchased with grant funds.

e) Training Materials

Describe the types of educational materials to be developed or purchased and at what cost.

f) Contractual Services

Describe the scope of services to be provided through a subcontract agreement and why these services must be purchased contractually. Contractual costs are limited to 20 percent of the total grant funds requested.

g) Travel

Explain the method of estimating the extent of travel required in the course of the proposed project. Cost figures must not exceed state authorized travel rates (see Appendix C).

h) Indirect Costs

Costs referred to as indirect or overhead **must be broken out.** A department consideration will be to reduce such costs to minimal levels.

Discuss how the budget represents the utilization of funds such that grant funds will not substitute for revenues currently devoted to the same or similar activities currently provided by the sponsoring organization (grantee).

Describe the procedures for fiscal management, including maintenance of separate bank accounts, bookkeeping systems, etc., which will meet the requirements of documentation sufficient for fiscal monitoring or auditing by the Michigan Department of Labor and Economic Growth.

Provide a Summary of Estimated Expenditures (Table C) that reflects the planned utilization of grant funds by major category and quarter. In-kind contributions or matching funds should be reflected in Table C.

Provide a Detailed Breakdown of Grant and Matching Expenditures (Table D).

APPENDIX A

Agreement Provisions

Michigan Department of Labor and Economic Growth Michigan Occupational Safety and Health Administration

CONSULTATION EDUCATION AND TRAINING GRANT AGREEMENT

PART II GENERAL PROVISIONS

PART II

GENERAL PROVISIONS

<u>Section 101.</u> Authority - The Consultation Education and Training Grant Program is authorized by Public Act 154 of 1974, as amended (MIOSHA).

<u>Section 102.</u> <u>Definitions</u> - Whenever used in this contract, the following terms shall have the meanings set forth below:

- a. The term "employee" means a person who is engaged, suffered, or permitted to work.
- b. The term "employer" means any person, firm, or corporation, including the State and its political subdivisions, agencies, and instrumentalities, and any person acting in the interest of such employer, who or which engages, suffers, or permits a person or persons to work.
- c. The term "employs" means engages, suffers, or permits a person or persons to work.
- d. The term "small establishment" means a single physical location or plant (manufacturing) where less than 100 persons are employed.
- e. The term "employee group" means an official, collective organization (e.g., union, central council, local) or an unofficial collection of employees recruited or solicited to participate as a group.
- f. The term "department" means the Michigan Department of Labor and Economic Growth.
- g. The term "grant administrator" means the director of the Michigan Department of Labor and Economic Growth.
- h. The term "agreement" means a negotiated agreement executed with the grantee that specifies the conditions of program management, fiscal management, program and fiscal monitoring, performance and evaluation agreeable to the department and the grantee.
- I. The term "key personnel" means any professional staff position listed in the approved grant budget. Included are individuals who provide administration, instruction, curriculum development and technical assistance services.

Section 103. Eligible Applicants - Only nonprofit organizations capable of providing safety and health education and training and prevention services to employees or employers, employee or employer groups, especially employees/employers in small establishments are eligible. Applicants may be required to submit evidence of their nonprofit status.

<u>Section 104.</u> Assignability - The agreement is not assignable by the grantee either in whole or in part, without the prior written consent of the grant administrator.

Section 105. Changes -

a. The department may at any time by agreement with a grantee make changes in the work to be performed, within the general scope of the agreement. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of

the work specified in the agreement, whether changed or not changed by any such agreement, an equitable adjustment shall be made in the delivery schedule and the agreement shall be modified accordingly. Any claim for adjustment must be requested within 30 days from the date of receipt by the grantee of the notification of change. If the project manager decides that the facts justify such action, the grant administrator may receive and act upon any such claim at any time prior to final payment under the grant award. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of Section 113 below entitled "Disputes." Nothing, however, shall excuse the grantee from proceeding with the project under the changed agreement.

b. Major changes in project outputs, expenditures, or procedures shall be authorized by the department prior to their implementation. Generally, changes will occur only at the end of a quarter, although they may be submitted at any time.

Changes that involve one or more of the following conditions must receive prior approval from the project manager:

- (1) any change in key personnel;
- (2) any change in the type of training provided;
- (3) any change in the number of training sessions provided that results in a reduction equal to, or greater than, twenty percent (20%);
- (4) any change in the performance objectives that results in a reduction equal to, or greater than fifteen percent(15%);
- (5) any change in program expenditures that results in a variation of a particular category of the budget by more than five percent (5%) but less than (10%)of the total grant budget.

All requests for change shall be presented in writing to the project manager at least three weeks prior to the proposed implementation date. Each request should include an explanation of the reason for and effect of the proposed alteration along with a detailed description of each deviation (i.e. change in time spent on training, movement of funds from one category to another, etc.).

<u>Section 106.</u> Collection or Recording of Information - As determined and requested by the department the grantee shall submit for approval, prior to use, copies of each questionnaire, survey plan, brochure, and training instrument including plans for structured interviews and consultations, for the collection or dissemination of information. The term "structured interview and consultation" refers to an interview or consultation that follows a pre-designed format that approximates the same format for all respondents being interviewed, consulted or counseled.

Section 107. Competition in Acquiring Supplies and Services -The grantee shall select supplies (including "approved subcontractors") on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the agreement.

Section 108. Conduct and Standard of the Work - The department shall measure the amount and quality of work performed by the grantee against the administrative and performance expectations stipulated to by the agreement. Furthermore, applicants that are selected for funding will be required to complete the minimum requirements of the negotiated agreement. If the minimum requirements are not met, the CET grant award will be reduced in proportion to the amount of minimum requirements that are completed. For example, if the agreement requires a minimum of 300 people trained and 900 person hours of training, you have a total

count of 1200. You would need a count of 1200 in any combination to receive full funding.

<u>Section 109. Agreements</u> - Provisions of the agreement shall be construed in accordance with the provisions of the laws of the State of Michigan.

Section 110. Covenant Against Contingent Fees - The grantee warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the grantee, to solicit or secure this grant, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the grantee, any fee, commission, percentage, brokerage fee, gift, or other consideration, contingent upon or resulting from the award or making of the agreement. For breach or violation of this warranty, the department shall have the right to annul the agreement without liability, or in its discretion to deduct from the award or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

Section 111. Default -

- a. The grant administrator may terminate in whole or in part the agreement in any of the following circumstances:
 - (1) The grantee fails to perform the work specified by the agreement within the time specified by the agreement or any extension thereof;
 - (2) The grantee fails to perform any of the other provisions of the agreement, or so fails to make progress as to endanger performance of the work specified by the agreement in accordance with its terms;
 - (3) The grantee in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the project manager may authorize in writing) after receipt of notice from the project manager specifying such failure;
 - (4) Evidence of fraud or misappropriation of funds from this or previous grants is discovered during the period of performance of this agreement.
- b In the event the grant administrator terminates the agreement in whole or in part as provided in paragraph 111a, the department may procure, upon such terms and in such manner as the grant administrator deems appropriate, an alternate project for funding.
- c. Except with respect to defaults of "approved subcontractors" the grantee shall not be liable for any excess costs if the failure to perform the work specified by the agreement arises out of causes beyond the control and without the fault or negligence of the grantee. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the State in either its sovereign or contractual capacity, riots, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of the grantee. If the failure to perform is caused by the default of an "approved subcontractor" and if such default arises out of causes beyond the control of both the grantee and the "approved subcontractor" and without the fault or negligence of either the grantee or the "approved subcontractor," the grantee shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the "approved subcontractor"

were obtainable from other sources in sufficient time to permit the grantee to meet the required delivery schedule.

- d. If the agreement is terminated as provided in paragraph 111a, the department, in addition to any other rights provided in this paragraph, may require the grantee to transfer title and deliver to the department in the manner and to the extent directed by the grant administrator, such partially completed reports, other documentation, equipment and property as the grantee has specifically acquired for the performance of such part of the agreement as has been terminated. Payments for expenses incurred during the completion of reports and other documentation delivered to and accepted by the department shall be under the conditions specified by the agreement. Payment for partially completed reports and other documentation delivered to and accepted by the department shall be for expenses incurred during a period agreed upon by the grantee and the grant administrator. Failure to agree to such conditions shall be a dispute concerning a question of fact within the meaning of Section 113 entitled "Disputes."
- e. If, after notice of termination of the agreement under the provisions of this paragraph, it is determined for any reason that the grantee was not in default under the provisions of this paragraph, or that the default was excusable under the provisions of the paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.
- f. Any such termination shall be effected by delivery to the grantee of a Notice of Termination specifying the extent to which performance of the work under the agreement is terminated and the date on which such termination becomes effective. The agreement shall be equitably adjusted to compensate for such termination and the agreement modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of Section 113 entitled "Disputes."

<u>Section 112. Disclosure of Information</u> - The grantee shall agree that project reports and conclusions which contain specific references to persons, businesses, or organizations are confidential information of the department and that the conclusions will not be disclosed, in whole or in part, to any unauthorized person without the prior written consent of the grant administrator.

Section 113. Disputes -

- a. Except as otherwise provided in the grant agreement, any dispute concerning a question of fact arising under the agreement which is not disposed of by consensual agreement shall be decided by the project administrator, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the grantee. The decision of the project administrator shall be final and conclusive, unless within 30 days from the date of receipt of such copy, the grantee mails or otherwise furnishes to the director, a written request for reconsideration. Pending final decision of disputes, the grantee shall proceed diligently with the performance of the project and in accordance with the project administrator's decision.
- b. This "Disputes" paragraph does not preclude consideration of question of law in connection with decisions provided for in paragraph 111a above, provided that nothing in the grant agreement shall be construed as making final the decision of any administrative official,

representative, or board on a question of the law.

<u>Section 114.</u> Extras - Except as otherwise provided by the grant agreement, no payment for extras shall be made unless such extras and the price thereof have been previously authorized in writing by the grant administrator.

<u>Section 115.</u> Grantee Eligibility for CET Division Services - The grantee shall not be prohibited from requesting the traditional services of the Consultation Education and Training Division during the grant period. Requests, however, shall be reviewed in the context of the department's evaluation design, and the grantee shall not be permitted to use CET services as a means of providing work specified to by the grant agreement as performance expectations of the project.

<u>Section 116.</u> Grantee Eligibility for MIOSHA Enforcement Activities - The grantee shall not be exempt from Michigan Occupational Safety and Health enforcement activities as a result of participation in the CET Grant Program, nor shall the grantee be targeted for enforcement activities as a result of participation in the CET Grant Program, except as may be requested by the grantee and specified to in the grant agreement as an element of the project.

<u>Section 117. Grantee's Liability Insurance</u> - The grantee shall, by purchase of insurance or a self-insurance program, maintain such insurance as will protect him/her from claims set forth below which may arise out of or result from the grantee's operations under the contract, whether such operations be by her/himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- a. Claims under workers' disability compensation, disability benefit and other similar employee benefit act.
- b. Claims for damages because of bodily injury, occupational sickness or disease, or death of his/her employees.
- c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his/her employees, subject to limits of liability of not less than \$300,000 each occurrence and, when applicable, \$300,000 annual aggregate, for non-automobile hazards and as required by law for automobile hazards.
- d. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from, subject to a limit of liability of not less than \$50,000 each occurrence for non-automobile hazards and as required by law for automobile hazards.
- e. Insurance for Subparagraphs c. and d. non-automobile hazards on a combined single limit of liability basis shall not be less than \$300,000 each occurrence and when applicable, \$300,000 annual aggregate.

The insurance shall be written for not less than any limits of liability herein specified or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the grantee's obligations under the indemnification clause of the agreement. It shall be agreed that in the event any carrier of such insurance exercises cancellation, notice will be made immediately to the department of such cancellation. The grantee shall, upon request, provide evidence of such coverage to the department.

Section 118. Gratuities -

- a. The department may, by written notice to the grantee, terminate the right of the grantee to proceed under the grant agreement if it is found, after notice and hearing, by the grant administrator or his duly authorized representative, that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the grantee, or any agent or representative of the grantee, to any officer or employee of the department with the view toward securing a favorable treatment with respect to the rewarding or amending, or the making of any determinations with respect to the performance of any aspect of the grant agreement provided that the existence of the facts upon which the project administrator makes such findings shall be in issue and may be viewed in any competent court.
- b. The rights and remedies of the department provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under the grant agreement.

<u>Section 119</u>. <u>Independent Capacity of Grantee</u> - The parties shall agree that the grantee, and any agents and employees of the grantee, in the performance of the activities associated with the project and the contractual agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

<u>Section 120</u>. <u>Inspection and Acceptance of Work Performed</u> - Final inspection and acceptance of all work and reports required by the grant agreement shall be performed by the grant administrator, or such person as duly authorized.

Section 121. Key Personnel

- a. The grantee shall be prohibited from the expenditure of state funds for the hiring or contracting of key personnel without prior approval from the project manager. The grantee shall submit to the project manager a copy of the resume for the individual being considered.
- b. The grant agreement shall specify any key personnel or positions to be filled by key personnel. Prior to assigning any key personnel to work activities unrelated to the work specified to under the grant agreement, the grantee shall notify the project manager reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact of such change on the project. No substitution of key personnel shall be made by the grantee without prior written consent of the project manager.

Section 122. Method of Payment - Payment shall be typically made in four installments. The first payment will be made when the grant agreement has been signed by both the grantee and the department. Subsequent payments will be issued after the previous quarter's expenditure report and activity report have been received by the project manager. Payment may be adjusted to prevent the accumulation of a large unexpended balance by the grantee. Direct reimbursement procedures will be used when quarterly expenditures exceed the previous quarterly advance, when quarterly advances are delayed because of outstanding expenditure reports or activity reports, or when certain equipment purchases are to be made as discussed in Section 128 entitled Purchase of Equipment. Progressive and final payments shall be subject to the project manager approval of the progress of the program and the quality of the work submitted. Funds advanced for grant projects may not be used for any purpose other than those specified in this agreement.

Section 123. Nondiscrimination - In connection with the conduct of the project funded under the CET Grant Program and pursuant of the guidelines and grant agreement between the parties, the grantee certifies awareness of and compliance with any provisions of the Americans with Disabilities Act that may apply to them. The grantee shall agree as follows:

- a. The grantee shall not discriminate against a qualified employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or services, because of race, color, religion, natural origin, age, sex, height, weight, physical or mental handicap, or marital status. Breach of this covenant may be regarded as a material breach of the grant agreement.
- b. The grantee shall agree that any and all "approved subcontractors" to the grant agreement, whereby a portion of the work set forth in the grant agreement is to be performed, shall contain a covenant the same as herein before set forth in paragraph 123a.
- c. The grantee shall take affirmative action to insure that applicants are employed or serviced, and that employees are treated during employment, without regard to their race, color, religion, national origin, age, sex, height, weight, physical or mental handicap, or marital status. Such action shall include, but not be limited to the following: services, employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship and services.
- d. The grantee shall, in all solicitations or advertisements for employees or participants placed by or on behalf of the grantee, state that all qualified applicants will receive consideration for employment or services without regard to race, color, religion, national origin, age, sex, height, weight, physical or mental handicap, or marital status.
- e. The grantee shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission, which may be in effect prior to the taking of bids for the CET grant awards.
- f. If requested, the grantee shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission. Said forms may also elicit information as to the practices, policies, program, and employment statistics of each "approved subcontractor" as well as the grantee, and the grantee will permit access to project books, records, and accounts by the Michigan Civil Rights Commission, and/or its agent, for the purposes of investigation to ascertain compliance with the grant agreement and relevant rules, regulations, and orders of the Michigan Civil Rights Commission in the case of an investigation.
- g. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a grantee has not complied with the grant agreement under Section 123 entitled "Nondiscrimination," the Michigan Civil Rights Commission may, as part of its order based upon such findings, certify its findings to the Michigan Department of Labor and Economic Growth which may terminate the grant agreement found to have been violated, and/or declare the grantee ineligible for future grant agreements with the department, until the grantee complies with the order of the Michigan Civil Rights Commission. (Notice of the declaration of future ineligibility may be given to any or all of the persons with whom the grantee is declared ineligible to contract as a contracting party in future grant agreements).

h. The grantee shall include, or incorporate by reference, the provision of the foregoing paragraphs 123a-123g in every "approved subcontract" or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every "approved subcontract" or purchase order and the provisions will be binding upon each "approved subcontractor" or seller.

<u>Section 124. Officials Not to Benefit</u> - No person with a familial relationship to the officers, owners, or directors of the employing entity shall be employed by the grantee without prior written consent of the grant administrator.

Section 125. Other Grantees - The department may award other grants for additional related work, and the grantee shall fully cooperate with such other grantees and state employees and carefully fit the project activities to such additional work. The grantee shall not commit or permit any act that will interfere with the conduct of the project by any other grantee or by state employees. This paragraph shall be included in all grant agreements with other grantees of the CET Grant Program with whom the grantee will be required to cooperate. The department shall equitably enforce this paragraph as to all grantees to prevent the imposition of unreasonable burdens on any grantee.

<u>Section 126. Program Evaluation Participation</u> - The grantee shall cooperate in the review of proposed evaluation questionnaires, forms and procedures, and participate in the evaluation of the effectiveness of the Consultation Education and Training Grant Program to be designed and conducted by the department. Failure to participate in such evaluation to the extent determined necessary by the department may be deemed grounds for terminating the grant.

Section 127. Publication Rights - The author is free to arrange for copyright without approval when publications of subject data are developed from work under a Michigan Department of Labor and Economic Growth supported project. Any such copyrighted materials shall be subject to a royalty-free, nonexclusive, and irrevocable license to the State of Michigan to reproduce them, translate them, publish them, use and dispose of them, and to authorize others to do so for State of Michigan purposes. All such materials shall bear an acknowledgment of support through use of the following or comparable footnote: "This material was prepared under a Consultation Education and Training Grant awarded by the Michigan Department of Labor and Economic Growth. Points of view or opinions stated in this document do not necessarily reflect the views or policies of the Michigan Department of Labor and Economic Growth."

The term SUBJECT DATA as used herein includes research data and reports, writings, sound recordings, pictorial reproductions, drawings, or other graphical representations, and works of any similar nature which are specified to be delivered under this agreement. The term does not include financial or activity reports, cost analyses, and similar information incidental to grant agreement administration.

Section 128. Purchase of Equipment - The grantee shall be prohibited from the expenditure of State funds for the purchase, lease or rental of real or personal property that has a life span greater than or equal to 24 months and a cost greater than or equal to one thousand dollars (\$1,000) without prior approval from the project manager. The grantee shall be required to submit requests for purchase, lease or rental of property to the project manager. The requests shall include bids from at least three (3) sources of supply or an explanation of why less than three (3) bids have been secured. The title to equipment purchased with state funds shall vest with the department.

The project manager shall determine the disposition of such equipment at the termination of the agreement or when such equipment is no longer needed to fulfill the purposes of the agreement.

Section 129. Records and Accounts -

- a. The grantee shall maintain separate records and accounts, including property, personnel, and financial records relative to this agreement, in accordance with generally accepted accounting principles, to assure a proper accounting of all grant and matching funds. These records and accounts shall be separate from any non-grant records maintained by the grantee.
- b. The grantee shall preserve and make available the records for a period of three (3) years from the date the designated final accounting is accepted as the final accounting by the department. In the event that the grantee ceases business operations before three (3) years elapse, all records and reports pertaining to this agreement shall be delivered to the department within ninety (90) days.
- c. The department or its designated agents shall have access to, and the right to examine and audit, all records, books, papers, tapes or documents related to this agreement.
- d. The grantee shall transmit to the department, as requested, invoices including narrative explanations of expenses and reports of program activity.
- e. Funds not accounted for as expenditures shall be refunded to the state by the Grantee following completion of the project.

Section 130. Subcontracts -

- a. Unless otherwise provided for in the grant agreement, no subcontract shall be made by the grantee with any other party for furnishing any of the work or services specified by the grant agreement without the prior consent and approval of the grant agreement. Any subcontract entered into subsequent to the execution of the agreement must be annotated "approved by the project administrator" before it will be compensative under the CET Grant Program.
- b. If the grantee should enter into a subcontract for some portion of the activity covered by the agreement, this agreement will be incorporated by reference into the subcontract and the subcontractor shall be obligated to the same extent as the grantee would be obligated had the grantee performed the work to be performed by the subcontractor.
- c. The grantee is prohibited from subcontracting more than twenty percent (20%) of the grant funds unless approved by the project manager.
- d. This provision should not be construed as requiring the approval of contracts of employment between the grantee and personnel assigned for the work defined by the grant agreement.

<u>Section 131. Unfair Labor Practices</u> - The director may terminate this agreement if the grantee or the grantee's subcontractor appears on a register of employers who have been found in contempt of court by a federal court of appeals for failure to correct an unfair labor practice. This list will be compiled and updated bi-annually by the Department of Labor and Economic

Growth pursuant to P.A. 278 of 1980. In the event that a grantee or subcontractor appears on the registry, termination procedures, outlined in Section 111, will be followed.

<u>Section 132</u>. Out of State <u>Travel</u> - The grantee is prohibited from expending state funds for out-of-state travel without prior approval from the department.

<u>Section 133. Program Requirements</u> - All program requirements as contained in the Request for Proposal (RFP) are incorporated herein by reference unless specifically modified by the grant agreement.

Section 134. Composition of Grant Agreement - The grant agreement will consist of the terms and conditions of said agreement, and the requirements contained in the Request for Proposal (RFP), which is $\underline{Rider\ B}$. The proposal (Rider A), including subsequent approved modifications.

Section 135. Indemnification - The grantee shall indemnify and hold harmless the State of Michigan and its agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the work, which includes all labor, material and equipment required to produce the service required by the grant agreement, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the grantee, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the State of Michigan or any of its agents or employees by any employee of the grantee, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this indemnification agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the grantee or any subcontractor under Workers' Disability Compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the grantee under this indemnification agreement shall not extend to the liability of the State of Michigan, its agents or employees arising out of (1) preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the State of Michigan, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

Section 136. Termination of the Grant Agreement. The performance of work under the grant agreement may be terminated by the grantor in whole or in part, whenever for any reasons, the grantor shall determine that such termination is in the best interest of the grantor. Any such termination shall be instituted by delivery to the grantee of a written notice specifying the extent to which performance of the work under the agreement is terminated and the date on which such termination becomes effective. The agreement may be equitably adjusted to compensate for such termination and modified accordingly.

APPENDIX B

General Industry - Hazard Ranking

TOP 32 Michigan Private Sector Industries By Lost Workday Case Incidence Rate, 2002

| тт | 10/ | AVEDACE | ECTADO IN | 3/ |
|---------------|------------------|--|----------------|----------|
| Hazaı Rank | a 2/ 1/ NAICS | | ESTABS. IN fg. | Non-Mfg. |
| 1 | 485 | Lead & Internation Descended Transit | | 305 |
| 1 2 | 483 326 | Local & Interurban Passenger Transit Rubber and Miscellaneous Plastic Products | 789 | 303 |
| 3 | 481 | Transportation by Air | 109 | 191 |
| 4.5 | 315 | Apparel & Other Textile Products | 133 | 191 |
| 4.5 | 321 | Lumber and Wood Products | 645 | |
| 5 | 337 | Furniture and Fixtures | 703 | |
| 6 | 331 | Primary Metal Industries | 411 | |
| 7 | 311 | Food and Kindred Products | 869 | |
| 8 | 332 | Fabricated Metal Products | 3628 | |
| 9 | 424 | Wholesale Trade – Non-durable Goods | 2020 | 3489 |
| 10.5 | 336 | Transportation Equipment | 1549 | 2.05 |
| 10 5 | 484 | Trucking and Warehousing | | 3315 |
| 11.3 | 335 | Electronic and Other Electronic Equipment | 272 | |
| 11.3 | 237 | Heavy Construction, Except Building | | 1717 |
| 11.3 | 327 | Stone, Clay and Glass Products | 544 | |
| 12 | 452 | General Merchandise Stores | | 1808 |
| 13 | 8114 | Miscellaneous Repair Services | | 786 |
| 14.5 | 322 | Paper and Allied Products | 281 | |
| 14.5 | 333 | Industrial Machinery & Equipment | 3435 | |
| 15.5 | 62 | Health Services | | 21335 |
| 15.5 | 236 | General Building Contractors | | 9799 |
| 16 | 721 | Hotels & Other Lodging Places | | 1946 |
| 17 | 339 | Misc. Manufacturing Industries | 1199 | |
| 18.3 | 1151/1152 | Agricultural Services | | 215 |
| 18.3 | 238 | Special Trades Contractors | | 18996 |
| 18.3 | 323 | Printing and Publishing | 1397 | |
| 19 | 221 | Electric, Gas & Sanitary Services | | 377 |
| 20 | 531 | Real Estate | | 5942 |
| 21.3 | 444 | Building Materials & Garden Supplies | | 2946 |
| 21.3 | 1451 | Food Stores | | 3280 |
| 21.3 | 624 | Social Services | | 3606 |
| 22 | 423 | Wholesale Trade – Durable Goods | | 8936 |
| MANU | FACTURING : | FOTAL | 15,855 | |
| NON- | MANUFACT | URING TOTAL | | 88,989 |
| GRA | ND TOTAL | | | 104,844 |

 $^{1/\,}$ Hazard Rank is based on the 2002 Michigan Lost Workday Case Incidence Rate and is not used for enforcement purposes.

Source: MIOSHA Information Section, Michigan Dept. of Labor and Economic Growth (1//04)

^{2/} North American Industry Classification System, 2002 Edition

^{4/} U. S. Dept. of Labor, Bureau of Labor Statistics, Employment and Wages, Annual Averages, 2002 Establishment Data that does not meet BLS or State agency disclosure standards in not included.

APPENDIX C

Definitions of Allowable Costs by Budget Category

CET GRANT ALLOWABLE EXPENDITURES

(Examples are provided for guidance, other costs may be acceptable)

1. Wages and Salaries

Project Administrator

Secretary

Typist

Bookkeeper

Instructor

Technical Specialists

2. Fringe Benefits (Applicable to salaried project personnel)

Life Insurance

Dental Expense Benefits

Vision Expense Benefits

Hearing Aid Expense Benefits

Medical Examination Program

Prescription Drug Plan

Pension Program

Severance Pay

Vacation Pay

Social Security

Unemployment Compensation

Workers' Compensation

FICA Taxes

Health Insurance

Sick Leave

3. <u>Travel</u> (Please note: Rates shown are approved in-state travel rate for FY 2004; Grantees will be notified if changes occur for FY 2005.)

Mileage (Approved State Rate \$.375 maximum)

Lodging (Approved State Rate \$65.00 plus taxes Per Night)

Meals (Approved State Rate: Breakfast \$7.25, Lunch \$7.25, Dinner \$16.50)

4. Rent and Utilities

Office Space (Sq. Ft.)

Training Site Rentals

Electricity, Gas, Telephone, Etc.

5. Office Supplies

Stationery, etc.

Printing

Copying

Postage - Bulk and non-Bulk

6. <u>Training Materials</u>

Library - Printed Materials

Books and Pamphlets

Notebooks

Reference File

Flipcharts

Visual Aids

Magazines, Periodicals

Video Tapes

Compact Disk (CD)

PowerPoint Presentations

7. Equipment (Limited To 50% Of Total Grant Funds Requested)

Calculator

Computer Equipment

TV/VCR

Desk

Chair

Table

File Drawer, Cabinet (Reference)

Bookcase

Overhead Projector

Easel Pad (flip chart)

Video Camera

8. Contractual (Limited To 20% Of Total Grant Funds Requested)

Consultants

Instructors

Computer Programmers

9. Other, e.g. Indirect Or Overhead Costs (Limited To 20% Of Total Grant Funds Requested)

Building Use Allowance

Equipment Use Allowance

Library Services

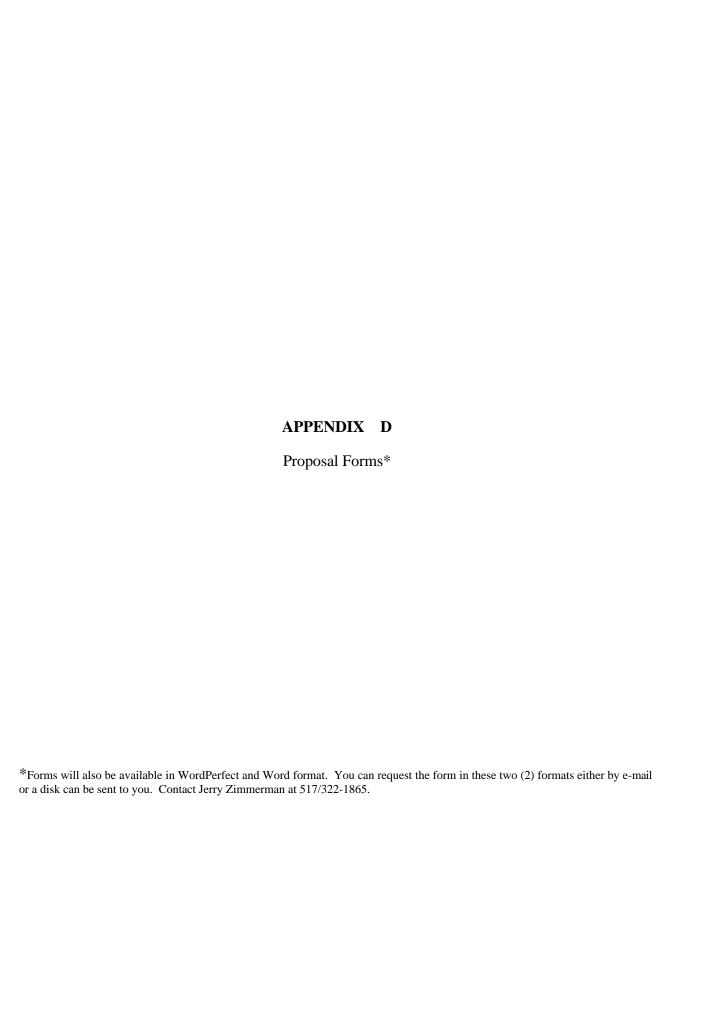
Accounting

Computer Processing

Operation and Maintenance

General Administration

Liability Insurance



Michigan Department of Labor and Economic Growth Michigan Occupational Safety and Health Administration Consultation Education and Training Grant Program

P.O. Box 30643 Lansing, MI 48909-0643

Project Proposal Signatures

| Project Title | Issued under the authority of P.A. 154 of 1974, as amended. Failure to file will result in non-consideration of the proposal package. | | | | |
|--|---|-----------|---------------|--|--|
| Sponsoring Organization | | | | | |
| Authorized Contact Person | Position Title | | | | |
| Mailing Address (street number and name) | City | State | Zip Code | | |
| Total Amount of CET Funds Requested | Telephone Number (inc | lude are | ea code) | | |
| Certification and Signature | | | | | |
| I, the designated official, hereby certify that the above ref Following proposal and to negotiate on behalf of the spor | | ıthorized | I to make the | | |
| I also certify that, if selected for funding, this project will and Training program guidelines and the policies and requires which will be executed by the Michigan Department of C | ments specified to by the co | ntractua | | | |
| Signature of Official | Title | Date | | | |
| Statement of Affiliation | | | | | |
| We, the undersigned, acknowledge that this proposal as so cooperatively implemented as defined by this proposal. | ubmitted has been jointly ag | greed to | and will be | | |
| Authorized Signature | Organization | | Date | | |
| Authorized Signature | Organization | | Date | | |
| Authorized Signature | Organization | Date | | | |
| Authorized Signature | Organization | | Date | | |

BSR-ADM-38 (Rev.6/97)

SUMMARY OF TRAINING AND SERVICE ACTIVITIES

Consultation Education and Training Grant Program Michigan Department of Labor and Economic Growth P.O. Box 30643, Lansing, MI 48909-0643

TABLE A

| INSTRUCTIONS: List training and service activities that will be undertaken to accomplish project goals. | | | of P.A. 154 Failure to | s issued under authority of 1974, as amended. file will result in non-on of proposal package. | | | |
|---|------------------------|--------------------|---------------------------|---|-------------|--|--|
| Title of training Program | Type of training | No. of Sessions | No. of persons | Length of session | Total hours | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| TYPE OF SERVICE ACTIVITY | NO. OF HOURS AVAILABLE | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

PROJECT TIME-FLOW OF ACTIVITIES

Consultation Education and Training Grant program Michigan Department of Labor and Economic Growth

TABLE B

| Grantee Y | This form is issued under authority of P.A. 154 of 1974, as amended Failure to file will result in non-consideration of proposal package MONTH | | | d. | | | | | | | | |
|--------------|---|--------|------------|--------------------|-----------------------------|-----------------------------------|---|--|--|--|---|---|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
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| | | Fail Y | Failure to | Failure to file wi | Failure to file will result | Failure to file will result in no | Failure to file will result in non-cons | Failure to file will result in non-considerat MONTH | Failure to file will result in non-consideration of MONTH | Failure to file will result in non-consideration of propo MONTH | Failure to file will result in non-consideration of proposal pac MONTH | Failure to file will result in non-consideration of proposal package MONTH |

Michigan Department of Labor and Economic Growth Michigan Occupational Safety and Health Administration Consultation Education Training Grant Program SUMMARY OF ESTIMATED EXPENDITURES

| Instructions: Provide a summary that reflects the planned | Grantee: |
|--|----------|
| utilization of grant and matching funds by major category and | |
| quartet | |

Table C

| Category Total Funds | | | Estimated Grant and Matching Expenditures by Quarter | | | | | |
|----------------------|-----------|--------------|--|-------|--------|-------|--------|--|
| | Grant (G) | Matching (M) | 1 | First | Second | Third | Fourth | |
| 1. Wages & Salaries | | | G | | | | | |
| | | | M | | | | | |
| 2. Fringe Benefits | | | G | | | | | |
| | | | M | | | | | |
| 3. Travel | | | G | | | | | |
| | | | M | | | | | |
| 4. Rent & Utilities | | | G | | | | | |
| | | | M | | | | | |
| 5. Office Supplies | | | G | | | | | |
| | | | M G | | | | | |
| 6. Training Material | | | M | | | | | |
| | | | G | | | | | |
| 7. Equipment | | | M | | | | | |
| | | | G | | | | | |
| 8. Contractual | | | M | | | | | |
| 9. Other | | | G | | | | | |
| | | | M | | | | | |
| Total | \$ | \$ | C \$ | \$ | 3 | \$ | \$ | |
| | Ψ | Ψ | N \$ | \$ | 3 | \$ | \$ | |

Grantee Instructions:

Table D

| Category | | Line Item Detail | | | | | |
|--------------------------------------|-------------------------|---------------------------------|---------------|---------------|--|--|--|
| Wages/Salaries | Position ** | Salary Per Week | No. of Weeks | Total Charged | | | |
| ** Include institutional base salary | | | | | | | |
| mende menderal ouse salary | 1. | \$ | | \$ | | | |
| | 2. | \$ | | \$ | | | |
| | | | | | | | |
| | 3. | \$ | | \$ | | | |
| Wages/Salaries Total -Grant | 4. | \$ | | \$ | | | |
| \$ | | | | | | | |
| Wages/Salaries Total -Matching | 5. | \$ | | \$ | | | |
| Fringe Benefit | Type of Benefit | Total Salaries | Formula % | Total Charged | | | |
| | 1. | \$ | | \$ | | | |
| | 2. | \$ | | \$ | | | |
| | 3. | \$ | | \$ | | | |
| Fringe Benefit Total-Grant | 4. | \$ | | \$ | | | |
| \$ | | | | | | | |
| Fringe Benefit Total-Matching \$ | 5. | \$ | | \$ | | | |
| Travel | | Total Miles | | _l | | | |
| | Number of Miles | Amount P | er Mile | Total Charged | | | |
| | | | | | | | |
| | | \$ | | \$ | | | |
| | | | | | | | |
| | Number of Nights | Lodging Amount Pe | Total Charged | | | | |
| | | | | | | | |
| | | \$ | | \$ | | | |
| Travel Total-Grant | | Meals | | | | | |
| \$ | | 1120020 | | | | | |
| | Number of Meals | Total Aı | mount | Total Charged | | | |
| Travel Total-Matching | | \$ | | \$ | | | |
| \$ | | | | | | | |
| Rent and Utilities | | Office Space | | | | | |
| | Number of Months | Monthly A | Amount | Total Charged | | | |
| | | \$ | | \$ | | | |
| | | | | Ť | | | |
| | Training Space | | | | | | |
| | Number of Months | Monthly A | Amount | Total Charged | | | |
| | rumoer or months | Wionuny 7 | | Total Charged | | | |
| | | \$ | | \$ | | | |
| | Gas/Electricity | | | | | | |
| | | Gus, Electricity | | | | | |
| | Number of Months | Monthly A | Amount | Total Charged | | | |
| | | \$ | | \$ | | | |
| | | ۳ | | Ψ | | | |
| Rent & Utilities Total - Grant | | Telephone | | · | | | |
| S | Number of Months | Number of Months Monthly Amount | | | | | |
| | rumoei oi monuis | Wio ittilly 2 | mount | Total Charged | | | |
| Rent & utilities Total - Matching | | \$ | | \$ | | | |
| \$ | PGP 4 PM 27 (P 2 (90) P | | | | | | |

BSR-ADM-37 (Rev. 3/98) Previous Education Obsolete

| Category | | | | | | |
|-----------------------------------|------------------|--------------------------|-------------|------------------|--|--|
| Offices Supplies | Type of Supplies | Cost per Item | Total Units | Total Charged | | |
| | 1. | \$ | | \$ | | |
| Office Supplies Total-Grant | 2. | \$ | | \$ | | |
| Office Supplies Total-Matching \$ | 3. | \$ | | \$ | | |
| Training Materials | Type of Service | Cost per Item | Total Units | Total Charged | | |
| | 1. | \$ | | \$ | | |
| | 2. | \$ | | \$ | | |
| | 3. | \$ | | \$ | | |
| Training Material Total-Grant | 4. | \$ | | \$ | | |
| Training Material Total-Matching | 5. | \$ | | \$ | | |
| Equipment | Type of Service | Cost per Item | Total Units | Total Charged | | |
| | 1. | \$ | | \$ | | |
| | 2. | \$ | | \$ | | |
| | 3. | \$ | | \$ | | |
| | 4. | \$ | | \$ | | |
| | Type of Rental | Cost per Item | Total Units | Total Charged | | |
| | 1. | \$ | | \$ | | |
| | 2. | \$ | | \$ | | |
| Equipment Total-Grant \$ | 3. | \$ | | \$ | | |
| Equipment Total-Matching \$ | 4. | \$ | | \$ Total Charged | | |
| Contractual | | Scope/Nature of Contract | | | | |
| | 1. | | | \$ | | |
| Contractual Total Grant | 2. | | | \$ | | |
| Contractual Total - Matching \$ | 3. | Specify | | \$ | | |
| Other | | Total Charged | | | | |
| | 1. | | | \$ | | |
| | 2. | \$ | | | | |
| | 3. | | | \$ | | |
| | 4. | | | \$ | | |
| Other Total-Grant | 5. | | | \$ | | |
| Other Total-Matching \$ | 6. | | | \$ | | |